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tendency, however, in some American decisions to extend the limits of the invitee relationship. *Atlanta Cotton Seed Oil Co. v. Coffey*, 80 Ga. 145, 4 S. E. 759; *Illinois Central R. Co. v. Hopkins*, 200 Ill. 122, 65 N. E. 656.

DEEDS — CONSTRUCTION — LIFE ESTATE RAISED BY IMPLICATION. — A settlor by deed assigned the residue of a long term for years to trustees, to the use of A. and B., husband and wife, "for and during the term of their lives as tenants in common"; and "after the decease of the survivor" to the use of their children. A. died leaving children. *Held*, that B. was entitled during the remainder of her life to the whole of the net income from the property. *In re Stanley's Settlement*, 51 L. J. 206 (Ch. D.).

The court here raised a life-estate in the survivor by implication to fill the unintentional gap in the limitations. Such cross-limitations to the survivor have often been implied in the case of wills. *Ashley v. Ashley*, 6 Sim. 358; *Draycott v. Wood*, 8 L. T. (N. s.) 304. See *In re Hudson*, 20 Ch. D. 406, 415. But as to deeds, the authorities have declared that no estate or trust can arise by implication. See NORTON, DEEDS, 377; FEARNE, CONTINGENT REMAINDERS, 9 ed., 49. As regards legal estates, the cases bear them out. *Cole v. Livingston*, 1 Vent. 224; *Doe v. Dorvell*, 5 T. R. 518. See 1 JARMAN, WILLS, 6 ed., 660. In equity, however, there have been some decisions in which estates have been implied as in the principal case. *Tunstall v. Trappes*, 3 Sim. 286; *Allin v. Crawshaw*, 9 Hare 382; *In re Akeroyd's Settlement*, [1893] 3 Ch. 363. But see *Mara v. Browne*, [1895] 2 Ch. 69, 81. It is difficult to see what justification there can be in these distinctions between wills and deeds, and between law and equity. If in a deed the intent of a settlor is clear beyond a reasonable doubt, a life interest in the survivor should certainly be implied. For, after all, the ultimate aim of the judicial construction of deeds, as of wills, is to carry out the intention of the parties. *Temple's Adm'r. v. Wright*, 94 Va. 338, 26 S. E. 844. See *Ballard v. Louisville & N. R. Co.*, 9 Ky. L. R. 523, 524, 5 S. W. 484, 485; *Walton v. Drumtra*, 152 Mo. 489, 497, 54 S. W. 233, 235; DEVLIN, DEEDS, 3 ed., § 844 a.

EMINENT DOMAIN — COMPENSATION — COMPENSATION FOR LOSS OF PROFITS CAUSED BY GRADING STREET. — A garage company held a lease of certain premises from year to year. Street grading done by the city cut off access to the garage for four months, causing a loss of profits to the company during that time. No evidence tended to show the leasehold less valuable after the grading than before. Act XVI, § 8, of the Constitution of Pennsylvania provides that just compensation be made for property "taken, injured or destroyed" by municipal corporations in the construction of highways. The company seeks to recover damages from the city. *Held*, that it may not recover. *Iron City Automobile Co. v. City of Pittsburg*, 98 Atl. 679 (Pa.).

Injury caused an abutting owner by the regrading of a city's streets is not a "taking" under the ordinary constitutional provision against taking private property for public use without just compensation. Therefore, if the grading is done under authority of law and with due care, in the absence of statute the owner is entitled to no compensation. *Callender v. Marsh*, 1 Pick. (Mass.) 417, 430; *Radcliff's Executors v. Mayor, etc. of Brooklyn*, 4 N. Y. 195, 203. See LEWIS, EMINENT DOMAIN, 3 ed., § 133. But under constitutional provisions, such as in the principal case, municipalities must make compensation for injuries caused abutting property. *City of Bloomington v. Pollock*, 141 Ill. 346, 31 N. E. 146; *Sheehy v. Kansas City Cable Ry. Co.*, 94 Mo. 574, 7 S. W. 579. See *City of Atlanta v. Green*, 67 Ga. 386; LEWIS, EMINENT DOMAIN, 3 ed., §§ 346, 348. The cases, however, are in hopeless conflict as to what elements determine the amount of the owner's damage. SEDGWICK, DAMAGES, 9 ed., § 1170. In general, where a leasehold is damaged, the measure of damages is the difference between the fair market value of the leasehold interest before